

Telecommunications Services on the resold dial tone lines may complete or accept calls which Intrado Comm intended to block. Notwithstanding the foregoing, Intrado Comm shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Intrado Comm Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Intrado Comm shall, at Intrado Comm's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Intrado Comm or Intrado Comm Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Intrado Comm, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Intrado Comm to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Intrado Comm and at prices, terms and conditions to be negotiated by Intrado Comm and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Intrado Comm's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Intrado Comm will be responsible for entering into a direct contractual arrangement with the third-party contractor at Intrado Comm's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Intrado Comm for resale with Intrado Comm's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Intrado Comm for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Intrado Comm for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to Intrado Comm, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Intrado Comm under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Intrado Comm to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 Intrado Comm may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to Intrado Comm. Without limiting the foregoing, Intrado Comm may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
- 1.3.1 Verizon shall not be obligated to provide to Intrado Comm, and Intrado Comm shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to Intrado Comm on an unbundled basis or in combination with other Network Elements.
- 1.5 If as the result of Intrado Comm Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Intrado Comm Customer premises, Intrado Comm

will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).

- 1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Verizon may cease offering or providing Intrado Comm with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Intrado Comm. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Intrado Comm. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in

Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Intrado Comm fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Intrado Comm seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm's request is consistent with the requirements of the TRRO and that Intrado Comm is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm shall provide such certification using the automated method that Verizon makes available for that purpose. Intrado Comm's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Intrado Comm by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Intrado Comm under a non-disclosure agreement or that is otherwise available to Intrado Comm.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge Intrado Comm's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Intrado Comm shall compensate Verizon for the additional charges that would apply if Intrado

Comm had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Intrado Comm requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Intrado Comm shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Intrado Comm, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject an Intrado Comm order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm's order conflicts with a provision of a Verizon Tariff, (b) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Intrado Comm by notice and/or by publication on Verizon's wholesale website, (c) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Intrado Comm was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

- 1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Intrado Comm to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5

below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:

- 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm may

order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.

- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Intrado Comm may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The

2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Intrado Comm in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.10 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Intrado Comm, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.
- 3.1.11 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS3-

capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.

3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Intrado Comm requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");

3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and

3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;

3.1.13 Verizon shall make Digital Designed Loops available Intrado Comm at the rates as set forth in the Pricing Attachment.

3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Intrado Comm requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:

3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils

and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.1.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

3.1.15 Verizon shall make Conditioned Loops available to Intrado Comm at the rates as set forth in the Pricing Attachment.

3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:

3.2.1 Intrado Comm shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.2.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Intrado Comm as the process is completed in each Central Office. Intrado Comm must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end-user-Customers. Intrado Comm must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Intrado Comm the ability to determine loop composition and loop length, and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services, such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Intrado Comm to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Intrado Comm requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

- 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Intrado Comm must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.
- 3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Intrado Comm may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.2.5 Once a Loop has been pre-qualified, Intrado Comm will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
- 3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
- 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.2.6 If Intrado Comm submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Intrado Comm for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Intrado Comm submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Intrado Comm with a

"Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

3.2.7 Where Intrado Comm has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Intrado Comm is already aware of the conditioning required (e.g., where Intrado Comm has previously requested a qualification and has obtained loop characteristics), Intrado Comm may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Intrado Comm's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.

3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Intrado Comm, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.2.8.1 Three (3) Business Days will be required following receipt of Intrado Comm's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Intrado Comm. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.2.9 If Intrado Comm requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Intrado Comm cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Intrado Comm shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Intrado Comm cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Intrado Comm shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

- 3.3.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Intrado Comm Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to Intrado Comm:
- 3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Intrado Comm does not request a coordinated cutover, Verizon will process Intrado Comm's order as a new installation subject to applicable standard provisioning intervals.
- 3.3.1.2 Intrado Comm shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Intrado Comm the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Intrado Comm and Verizon shall mutually agree on a New Conversion Time, as defined below. Intrado Comm shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Verizon shall provide Intrado Comm the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 Intrado Comm shall provide dial tone at the Intrado Comm collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

- 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Intrado Comm; and
- 3.3.1.5.2 If Intrado Comm requests to reschedule outside the one (1) hour time frame above, Intrado Comm shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
- 3.3.1.6 If Intrado Comm is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Intrado Comm will reschedule and, upon request from Intrado Comm, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
- 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Intrado Comm is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
- 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
- 3.3.1.9 If Intrado Comm requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.
- 3.4 [Intentionally Left Blank].
- 3.5 FTTP Loops.
 - 3.5.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, Intrado Comm shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the Customer premises of an end-user Customer that has not been served by any Verizon Loop other than a FTTP Loop.
 - 3.5.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, if (a) Verizon deploys an FTTP Loop to replace a

copper Loop previously used to serve a particular end-user's eCustomer premises, and (b) Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Intrado Comm's provision of a voice grade service to that end-user's eCustomer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end-user's eCustomer premises.

3.6 Hybrid Loops.

3.6.1 Packet Switched Features, Functions, and Capabilities.

Notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT, Intrado Comm shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.

3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Verizon is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon End Office serving a Customer end-user to the demarcation point at the end-user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end-user's Customer's serving End Office and the end-user's Customer premises, using time division multiplexing technology.

3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if Intrado Comm requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Verizon shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Intrado Comm unbundled access

to a Loop capable of voice-grade service to the ~~end-user~~ Customer served by the Hybrid Loop.

3.6.4.1 Verizon will endeavor to provide Intrado Comm with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Intrado Comm, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the ~~end-user~~ Customer's serving End Office and the ~~end-user's~~ Customer premises via such technically feasible alternative that Verizon in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Intrado Comm shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon Intrado Comm's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Intrado Comm after construction work has started, Intrado Comm shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.6.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Verizon central office where the Loop terminates into a distribution frame or its equivalent.

4.2 Subject to the conditions set forth in Section 1 of this Attachment, Intrado Comm may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Verizon shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.

4.3 Any Line Splitting between Intrado Comm and another CLEC shall be accomplished by prior negotiated arrangement between Intrado Comm and the other CLEC. Intrado Comm shall give Verizon written notice of this arrangement

through the Verizon Partner Solutions Local Service Customer Profile Form (formerly referred to as the Verizon Wholesale Local Service Customer Profile Form) on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website), or such other electronic notice mechanism that Verizon may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Intrado Comm. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

- 4.4 In order to facilitate Intrado Comm's engaging in Line Splitting pursuant to this Section 4, Intrado Comm may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Intrado Comm by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Intrado Comm in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Verizon's applicable Tariffs. Verizon shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.
- 4.5 Intrado Comm and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.
- 4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Verizon Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.
- 4.7 Verizon shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Intrado Comm's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. [This Section Intentionally Left Blank]

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall allow Intrado Comm to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, the Federal Unbundling Rules.

- 6.1.1 Intrado Comm may request that Verizon reactivate (if available) an unused drop and NID or provide Intrado Comm with access to a drop and NID that, at the time of Intrado Comm's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, Intrado Comm may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Intrado Comm may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Intrado Comm is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Intrado Comm at such terminal. If Intrado Comm obtains access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm shall install a TOPIC on an easement or Right of Way obtained by Intrado Comm within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an Intrado Comm TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Intrado Comm for any of Intrado Comm's electronics in the TOPIC. Intrado Comm shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Intrado Comm may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Intrado Comm, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to an Intrado Comm TOPIC. To make such a request, Intrado Comm must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Intrado Comm wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Intrado Comm's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Intrado Comm must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Intrado Comm must submit Sub-Loop Interconnection Applications to:

[For VZEast States]:

Collocation Applications
Verizon
Room 503
185 Franklin Street
Boston, MA 02110
E-Mail: collocation.applications@Verizon.com

[For VZWest States]:

Intrado Comm's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Intrado Comm a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Intrado Comm shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Intrado Comm's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Intrado Comm breaches its payment obligation under this Section. If Intrado Comm cancels its Application for a Sub-Loop Distribution Facility prior to Verizon's completion of the work to be performed by Verizon to provide Intrado Comm with access to that Sub-Loop Distribution Facility, Verizon will refund to Intrado Comm the amount paid by Intrado Comm pursuant to the first sentence of this Section 6.1.6, less the costs incurred by Verizon in performing such work. Upon Verizon's completion of the

work that Verizon must perform to provide Intrado Comm with access to a Sub-Loop Distribution Facility, Verizon shall bill Intrado Comm, and Intrado Comm shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

- 6.1.7 After Verizon has completed the installation of the interconnecting cable to an Intrado Comm TOPIC and Intrado Comm has paid the full cost of such installation, Intrado Comm can request the connection of Verizon Sub-Loop Distribution Facilities to the Intrado Comm TOPIC. At the same time, Intrado Comm shall advise Verizon of the services that Intrado Comm plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Intrado Comm shall run any crosswires within the TOPIC.
- 6.1.8 If Intrado Comm requests that Verizon reactivate an unused drop and NID, then Intrado Comm shall provide dial tone (or its DSL equivalent) on the Intrado Comm side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Intrado Comm dial tone or equivalent from the TOPIC. If Intrado Comm requests that Verizon provide Intrado Comm with access to a Sub-Loop Distribution Facility that, at the time of Intrado Comm's request, Verizon is using to provide service to a Customer, then, after Intrado Comm has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Intrado Comm shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Intrado Comm's LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Intrado Comm and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Intrado Comm accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole

or in part, Intrado Comm shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Intrado Comm is not available at the appointed time. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Intrado Comm by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Intrado Comm to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Sub-Loop for Multiunit Tenant Premises Access

7.1 Upon request by Intrado Comm, Verizon shall provide to Intrado Comm access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

7.1.1 House and Riser. Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall provide to Intrado Comm access to a House and Riser Cable in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Intrado Comm may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

7.1.1.1 Intrado Comm must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

7.1.1.1.1 Intrado Comm shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

7.1.1.1.2 If suitable space is available, Intrado Comm shall install its facilities no closer than fourteen (14) inches of the point of interconnection for

such cable, unless otherwise agreed by the Parties.

- 7.1.1.1.3 Intrado Comm's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Intrado Comm's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.
- 7.1.1.1.4 Intrado Comm shall identify its facilities as those of Intrado Comm by means of permanently-affixed externally-visible signage or markings.
- 7.1.1.1.5 To provide Intrado Comm with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for Intrado Comm, (c) secure space for Intrado Comm in any building, (d) secure access to any portion of a building for Intrado Comm or (e) reserve space in any building for Intrado Comm.
- 7.1.1.1.6 Verizon shall perform cutover of a Customer to Intrado Comm service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Intrado Comm's facilities, and Verizon shall determine how to perform such installation. Intrado Comm shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Intrado Comm in accordance with Intrado Comm's order for such services.
- 7.1.1.2 If proper Intrado Comm facilities are not available at the time of installation, Verizon shall bill Intrado Comm, and Intrado Comm shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 7.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with Intrado Comm's use of Verizon's House and Riser Cable. All Intrado Comm equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of Intrado Comm. Intrado Comm shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado

Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Intrado Comm shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm is not available at the appointed time. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Intrado Comm by Verizon.

7.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules, upon request by Intrado Comm and provided that the conditions set forth in Subsections 7.1.2.1 and 7.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

7.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and

7.1.2.2 Intrado Comm certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall provide Intrado Comm with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Verizon shall not be required to provide, and Intrado Comm shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Verizon is required to provide Intrado Comm with unbundled access to Intrado Comm's embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Verizon Tariff, or otherwise, Verizon shall not be required to provide, and Intrado Comm shall not request or obtain, Dark Fiber Transport that does not connect a pair of Verizon UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Verizon optical transmission facilities without attached multiplexers, aggregation or other

electronics. To the extent Verizon's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Verizon's Dark Fiber Transport offerings.

- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:
- 8.2.1 [Intentionally Left Blank].
- 8.2.2 Intrado Comm may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Intrado Comm may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Intrado Comm unless such Dark Fiber Transport is already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon UNE Wire Center, and not terminated to a fiber patch panel, are not available to Intrado Comm.
- 8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Intrado Comm's request.
- 8.2.4 Verizon shall perform all work necessary to install a cross connect or a fiber jumper from a Verizon accessible terminal to an Intrado Comm collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Intrado Comm's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Intrado Comm's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, Intrado Comm shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Verizon is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical

transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Intrado Comm. If access to Dark Fiber Transport is not available, Verizon will notify Intrado Comm, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Intrado Comm shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Intrado Comm as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for Intrado Comm's use for ten (10) Business Days from Intrado Comm's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 Intrado Comm shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Intrado Comm does not have additional requirements for collocation. The parallel provisioning process shall be used when Intrado Comm requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Intrado Comm for the reserved Dark Fiber Transport within ten (10) Business Days from Intrado Comm's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified Intrado Comm are available. Should Intrado Comm submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified Intrado Comm was available, Intrado Comm assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon Intrado Comm's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:
 - 8.2.5.5.1 Intrado Comm will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Transport.
 - 8.2.5.5.2 Verizon will parallel process Intrado Comm's requests for collocation, including augments, and Dark Fiber Transport.

- 8.2.5.5.3 Before Intrado Comm submits a request for parallel provisioning of collocation and Dark Fiber Transport, Intrado Comm will:
 - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
 - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that Intrado Comm's collocation application has been accepted.
- 8.2.5.5.4 Intrado Comm will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Intrado Comm's Dark Fiber Transport request, Intrado Comm may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Intrado Comm, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Intrado Comm's Dark Fiber Transport request, Verizon will parallel provision the Dark Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and Intrado Comm will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes an Intrado Comm collocation application, Intrado Comm shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Verizon Central Office(s) to the permanent location at Intrado Comm's collocation arrangement in such Verizon Central Office(s). Intrado Comm will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If Intrado Comm cancels its collocation application, Intrado Comm must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).

8.2.6 Intrado Comm shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.

- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminates in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Intrado Comm in the condition that it is available in Verizon's network at the time that Intrado Comm submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for Intrado Comm's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Intrado Comm as Dark Fiber Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Intrado Comm as Dark Fiber Transport.
- 8.2.11 Intrado Comm shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 Intrado Comm may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm for use for Special or Switched Exchange Access Services, Intrado Comm shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Intrado Comm to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by the Federal Unbundling Rules, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
- 8.2.14.1 Revoke Dark Fiber Transport leased to Intrado Comm upon a showing of need to the Commission and twelve (12) months' advance written notice to Intrado Comm; and
- 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill an Intrado Comm order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Intrado Comm, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Intrado Comm may not reserve Dark Fiber Transport.

- 8.2.16 Intrado Comm shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of Intrado Comm; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Intrado Comm's collocation arrangements with any proper optical cross connects or other equipment that Intrado Comm needs to access Dark Fiber Transport before it submits an order for such access. Intrado Comm hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Intrado Comm places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 Intrado Comm is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Transport that has been broken. Verizon will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.
- 8.2.18 [Intentionally Left Blank].
- 8.2.19 Intrado Comm may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
- 8.2.19.1 [Intentionally Left Blank].
- 8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Intrado Comm may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Intrado Comm submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and Intrado Comm assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If an Intrado Comm submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Intrado Comm assumes all risk that the Dark Fiber Transport will not be compatible with Intrado Comm's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Verizon is not required to provide, and Intrado Comm may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Intrado Comm leased a Dark Fiber Loop from Verizon as of March 11, 2005, Intrado Comm may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Verizon, prior to the Effective Date, has provided Intrado Comm with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Verizon to exercise its rights with respect to discontinuance of Dark Fiber Loops.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Verizon shall permit Intrado Comm to connect an Intrado Comm Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Intrado Comm may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Intrado Comm NID deployed by Intrado Comm or, if an entrance module is available in the Verizon NID, by connecting an Intrado Comm Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 In no case shall Intrado Comm access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Intrado Comm access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Intrado Comm remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Intrado Comm remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Intrado Comm is connecting an Intrado Comm-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Intrado Comm does not need to submit a request to Verizon and Verizon shall not charge Intrado Comm for access to the Verizon NID. In such instances, Intrado Comm shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Intrado Comm may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

- 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Intrado Comm may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Intrado Comm's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Intrado Comm may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
- 9.8.3 Intrado Comm may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer). If Intrado Comm accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer).

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Intrado Comm's request, Verizon shall provide Intrado Comm with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Intrado Comm with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide, and Intrado Comm shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 11.2 If and, to the extent that, Intrado Comm has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Intrado Comm has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Intrado Comm shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Intrado Comm with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Intrado Comm with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Intrado Comm through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Intrado Comm for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Intrado Comm shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.

- 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Intrado Comm reports to Verizon a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Intrado Comm shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Intrado Comm is not available at the appointed time. Intrado Comm accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. If as the result of Intrado Comm instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Verizon. Verizon agrees to respond to Intrado Comm trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:
- 16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as

commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Intrado Comm, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Intrado Comm requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Intrado Comm under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Verizon shall not be obligated to provide:

16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Intrado Comm, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Intrado Comm must remain in compliance with said service eligibility criteria for so long as Intrado Comm continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Intrado Comm shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Intrado Comm, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Intrado Comm leased from Verizon as of the Effective Date of this Agreement that Intrado Comm fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Intrado Comm.

16.2.3 Each certification to be provided by Intrado Comm pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each

circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
 - 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.
 - 16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Intrado Comm's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Intrado Comm failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Intrado Comm must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Intrado Comm's compliance with the service eligibility criteria, then Intrado Comm shall provide to the independent auditor for its verification a statement of Intrado Comm's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Intrado Comm submits such costs to the auditor, reimburse Intrado Comm for its out-of-pocket costs verified by the auditor. Intrado Comm shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

- 17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
 - 17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado Comm to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement

(including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Intrado Comm to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 17.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Intrado Comm only to the extent required by Applicable Law and may decline to provide Collocation to Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider. Intrado Comm provides and maintains such equipment and software at the Intrado 911/E-911 Tandem Office(s)/Selective Router(s), Intrado Comm interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Intrado Comm is the designated 911/E-911 Service Provider.
- 1.2 Where Verizon is the designated 911/E-911 Service Provider, Verizon shall make the following information available to Intrado Comm, to the extent permitted by Applicable Law. Such information is provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
 - 1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
 - 1.2.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
 - 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall provide to Intrado Comm a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of [State], where Intrado Comm is providing Telephone Exchange Service, provided that Verizon is permitted to do so by Controlling 911 Authority.
- 1.3 Where Intrado Comm is the designated 911/E-911 Service Provider, Intrado Comm shall make the following information available to Verizon, to the extent permitted by Applicable Law.
 - 1.3.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Intrado Comm is the designated 911/E-911 Service Provider;
 - 1.3.2 a listing of appropriate Intrado Comm contact telephone numbers and organizations that currently have responsibility for operations and support of Intrado Comm's 911/E-911 network and ALI Database systems; and
 - 1.3.3 where Intrado Comm maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Intrado Comm shall provide to Verizon a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State of

[State], where Verizon is providing Telephone Exchange Service, provided that Intrado Comm is permitted to do so by Controlling 911 Authority.

2. ALI Database

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon will:
 - 2.2.1 store Intrado Comm end-user~~Customer~~ data provided by Intrado Comm in the ALI Database;
 - 2.2.2 provide Intrado Comm access to the ALI Database for the initial loading and updating of Intrado Comm ~~Customer~~end-user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
 - 2.2.3 provide Intrado Comm an error and status report based on updates to the ALI Database received from Intrado Comm;
 - 2.2.4 load and update pANI steering tables in the Verizon ALI Database to support PSAP-to-PSAP transfer of data for wireless and Interconnected VoIP calls; and
 - 2.2.5 employ the use of PSAP ALI Messaging (PAM) as the protocol for interoperability between the Parties' ALI Databases for ALI retrieval when no record found ALI steering conditions occur.
- 2.3 Where Verizon manages the ALI Database, Intrado Comm will:
 - 2.3.1 provide MSAG valid 911/E-911 data for each of its end users~~Customers~~ for the initial loading of, and any and all updates to the ALI dDatabase;
 - 2.3.2 utilize the appropriate Verizon electronic interface to update 911/E-911 data in the ALI Database related its end-users~~Customers~~ (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website));
 - 2.3.3 use its company ID on all end-user~~Customer~~ records in accordance with NENA standards;
 - 2.3.4 correct any errors that occur during the entry of 911/E-911 data in the ALI dDatabase; and
 - 2.3.5 enter 911/E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using Intrado Comm's NENA ID to lock and unlock records and the posting of the Intrado Comm NENA ID to the ALI Database record where such locking and unlocking feature for 911/E-911 records is available, or as defined by local standards. Intrado Comm is required to promptly unlock and migrate its 911/E-911 records in accordance with NENA standards. In the event that Intrado Comm discontinues providing

Telephone Exchange Service to any of its Customersend-users, it shall ensure that its 911/E-911 records for such Customersend-users are unlocked in accordance with NENA standards.

- 2.4 In the event Intrado Comm uses an Agent to input its-end-userCustomer's 911/E-911 data to the ALI Database through the appropriate Verizon electronic interface, Intrado Comm must provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.
- 2.5 Where Intrado Comm manages the ALI Database, Intrado Comm will:
- 2.5.1 store Verizon Customer data provided by Verizon in the ALI Database;
- 2.5.2 provide Verizon access to the ALI Database for the initial loading and daily updating of Intrado Comm Customer records;
- 2.5.3 provide Verizon an error and status report based on updates to the ALI Database received from Verizon;
- 2.5.4 load and update pANI steering tables in the Intrado Comm ALI Database to support PSAP-to-PSAP transfer of data for wireless and Interconencted VoIP calls; and
- 2.5.5 employ the use of PSAP ALI Messaging (PAM) as the protocol for interoperability between the Parties' ALI Databases for ALI retrieval when no record found ALI steering conditions occur.
- 2.6 Where Intrado Comm manages the ALI Database, Verizon will:
- 2.6.1 provide MSAG valid 911/E-911 data for each of its Customers for the initial loading of, and any and allsubsequent updates to the ALI Database;
- 2.6.2 utilize the appropriate electronic interface to update 911/E-911 data in the ALI Database related its Customers;
- 2.6.3 use its company ID on all Customer records in accordance with NENA standards;
- 2.6.4 correct any errors that occur during the entry of 911/E-911 data in the ALI Database; and
- 2.6.5 enter 911/E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using Verizon's NENA ID to lock and unlock records and the posting of the Verizon NENA ID to the ALI Database record where such locking and unlocking feature for 911/E-911 records is available, or as defined by local standards. Verizon is required to promptly unlock and migrate its 911/E-911 records in accordance with NENA standards. In the event that Verizon discontinues providing Telephone Exchange Service to any of its Customers, it shall ensure that its 911/E-911 records for such Customers are unlocked in accordance with NENA standards.
- 2.7 In the event Verizon uses an Agent to input its Customer's 911/E-911 data to the ALI Database, Verizon must provide a Letter of Authorization, in a form acceptable to Intrado Comm, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

- 3.1 Intrado Comm may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) consistent with the requirements contained in the Interconnection Attachment to this Agreement. ~~Verizon will designate interface point(s), e.g., digital cross connect systems (DCS), where ***CLEC Acronym TXT*** may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which ***CLEC Acronym TXT*** provides Telephone Exchange Services.~~
- 3.2 In addition to the requirements set forth in the Interconnection Attachment to this agreement, in order for the Parties to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, ~~Intrado Comm~~ each Party shall:
- 3.2.1 ~~interconnect with each the other Party's~~ interconnect with each other Party's Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points that serves the exchange areas in which ~~Intrado Comm~~ either Party is authorized to and will provide Telephone Exchange Service;
 - 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities, ~~where available~~, that are dedicated for originating 911/E-911 Calls from the ~~Intrado Comm~~ each Party's switch to each designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), using SS7 signaling where available, as necessary;
 - 3.2.3 provide the appropriate number of one-way outgoing 911/E-911 trunks over diversely routed facilities that will accommodate transfers between PSAPs subtending either Party's 911/E-911 Tandem Office(s)/Selective Router(s) as described in Section 6 of this Attachment [Intentionally Left Blank];
 - 3.2.4 provide sufficient trunks and facilities to route 911/E-911 Calls from ~~Intrado Comm~~ each Party to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). ~~Intrado Comm~~ Each Party is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;
 - 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s);
 - 3.2.6 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;
 - 3.2.7 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the ~~Intrado Comm~~ traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, ~~Intrado Comm~~ each Party shall order or otherwise provide adequate additional trunks and/or facilities;
 - 3.2.8 promptly test all 911/E-911 trunks and facilities between the ~~Intrado Comm~~ Parties' networks and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 arrangements. ~~Intrado Comm~~ Each

Party agrees that it will not transmit or route live 911/E-911 Calls until successful testing is completed; and

- 3.2.9 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Verizon-911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Intrado Comm Each Party will advise Verizon the other Party of the circuit identification when notifying Verizon the other Party of a failure or outage.

4. Interconnection to the INTRADO COMM Network

- 4.1 Verizon must maintain an official NENA Company Identifier and remain in good standing with NENA standards, including, but not limited to, the requirement that Verizon make live technical assistance available on a 24 hour, 7 day a week basis, in the event a PSAP needs to contact Verizon for information that may assist with call tracing or problem resolution.
- 4.2 Verizon must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and a valid national Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in INTRADO COMM's ordering, billing, maintenance, and inventorying systems.
- 4.3 Interconnection of the Verizon Network to INTRADO COMM's Intelligent Emergency Network
- 4.3.1 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Verizon will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Verizon's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system.
- 4.3.2 Verizon may aggregate and/or transport traffic from its chosen location to the INTRADO COMM Intelligent Emergency Network™ mutually agreed POI.
- 4.3.3 Verizon will provide E9-1-1 facility transport to the INTRADO COMM mutually agreed POI exclusively used for termination of End-User 911 Service and E911 Service traffic to the INTRADO COMM Intelligent Emergency Network™. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving Verizon's End-Users and each geographically diverse INTRADO COMM Intelligent Emergency Network™ mutually agreed POI.
- 4.3.4 Verizon will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for the end office trunk group established for use by Verizon's End-Users.
- 4.3.5 Verizon will order a minimum of two (2) DS0 terminations over each DS1 termination ordered from INTRADO COMM.

- 4.3.6 Verizon shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network™.
- 4.3.7 Verizon shall not deliver its End-User's calls originating outside of INTRADO COMM's E9-1-1 serving area to the INTRADO COMM Intelligent Emergency Network™ except as noted below.
- 4.3.7.1 Split Wire Center Call Delivery Exception – Where Verizon is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Verizon shall work cooperatively with INTRADO COMM and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.
- 4.3.7.2 Split Wire Center Call Delivery Cost - Verizon shall be responsible for any and all costs incurred by INTRADO COMM resulting from Verizon's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from INTRADO COMM's Intelligent Emergency Network™ to another E9-1-1 service provider's network.
- 4.3.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Verizon is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.

4.5. 911/E-911 General

- 4.15.1 ~~Verizon and Intrado Comm~~ will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements.
- 4.25.2 ~~Intrado Comm~~Each Party will compensate Verizonthe other Party for the provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.

4.35.3 Intrado Comm and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.

4.45.4 ~~Intrado Comm~~Each Party will collect and remit, as required, any 911/E-911 applicable surcharges from its end-users~~Customers~~ in accordance with Applicable Law.

5. Inter-911/E-911 Tandem/Selective Router (Inter-SR) Trunking

5.1 The Parties shall deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending Verizon's 911/E-911 Tandem Office(s)/Selective Router(s) and PSAPs subtending Intrado Comm's 911/E-911 Tandem Office(s)/Selective Router(s).

5.2 Intrado Comm shall be responsible for deploying and maintaining one-way trunks from Intrado Comm's network for PSAP call transfers from Intrado Comm's subtending PSAPs to Verizon's subtending PSAPs. Verizon shall be responsible for deploying and maintaining one-way trunks from Verizon's network for PSAP call transfers from Verizon's subtending PSAPs to Intrado Comm's subtending PSAPs.

5.3 Configuration of inter-SR trunk groups shall be designed to support the existing 911/E-911 system generic of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s). Verizon will notify Intrado Comm of any upgrades to the Verizon 911/E-911 generic in the Tandem Office(s)/Selective Router(s) that would allow for a different trunking configuration to support inter-SR transfer. This may include, but is not limited to:

5.3.1 establishment and maintenance of location specific route index number dial plan translations to enable PSAP-to-PSAP inter-SR call transfers;

5.3.2 establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s); and

5.3.3 notification to the connecting Party of impending changes to call transfer translations and/or changes to the inter-SR trunk group at least thirty (30) days in advance of the activation date, as well as coordination of testing coincident with activation of the changes.

5.4 Each Party will have a sufficient number of inter-SR trunks to support simultaneous inter-SR PSAP call transfers such that a P.01 grade of service is attained.

5.5 Verizon shall notify Intrado Comm of any Verizon 911/E-911 Tandem Office(s)/Selective Router(s) generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by Verizon 911/E-911 Tandem Office(s)/Selective Router(s) that was formerly identified as being technically incapable of accommodating those call transfer arrangements.

5.6 Where technically feasible, each Party will establish and maintain appropriate 911/E-911 Tandem Office(s)/Selective Router(s) database updates and/or trunk routing translations as necessary to support inter-SR PSAP call transfer capability requested by the Controlling 911 Authority.

- 5.7 Verizon will provide the appropriate number of one-way outgoing 911/E-911 trunks over diversely routed facilities that will accommodate the existing E-911 software generic of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) to enable Verizon to transfer 911/E-911 Calls to PSAPs served by Intrado Comm from PSAPs subtending Verizon 911/E-911 Tandem Office(s)/Selective Router(s).
- 5.8 The Parties will maintain appropriate dial plans to support inter-SR transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-SR dial plans.
- 5.9 Each Party will be responsible for alarming and monitoring their respective originating 911/E-911 inter-SR trunks. Each Party shall notify the other Party of any service outages on their respective inter-SR trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911/E-911 rules.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff to the extent such Tariff is listed as the applicable Charge in Appendix A of this Pricing Attachment.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall propose such Charges pursuant to the process required in Sections 251 and 252 of the Act, including any necessary approvals by the Commission, notify Intrado Comm in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Intrado Comm, and Intrado Comm shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Intrado Comm. Any approval of rates Verizon receives pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon receives such approval from the Commission sends such notice to Intrado Comm and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges to the extent such Tariff is listed as the applicable Charge in Appendix A of this Pricing Attachment. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Intrado Comm for Resale Pursuant to the Resale Attachment

2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.1.1 The Charges for a Verizon Telecommunications Service purchased by Intrado Comm for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Intrado Comm for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Intrado Comm for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Intrado Comm for resale pursuant to Section 251(c)(4) of the Act.

2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges imposed by either Party on their Customers and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Intrado Comm pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 Intrado Comm shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Intrado Comm.

3. Intrado Comm Prices

Notwithstanding any other provision of this Agreement, the Charges that Intrado Comm bills Verizon for Intrado Comm's Services shall not exceed the Charges for Verizon's comparable Services, unless Intrado Comm's Charges have been approved by the Commission or the FCC, except to the extent that Intrado Comm's cost to provide such Intrado Comm's Services to Verizon exceeds the Charges for Verizon's comparable Services and Intrado Comm has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

[INSERT APPLICABLE STATE APPENDIX A HERE]

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

Intrado Comm - *VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Intrado Comm - ***Verizon Company Full Name 1 TXT*** Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF TANDEM/END OFFICE] and Intrado Comm's [NAME OF TANDEM/END OFFICE] in the State of [State]. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. ~~Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.~~
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for ~~***Intrado Comm~~ to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Intrado Comm will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Intrado Comm will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Intrado Comm will be a [MANUFACTURER, MODEL]. Intrado Comm will bear the cost of installing and maintaining its FNID. The fiber patch panel within Intrado Comm's FNID will serve as FMP No. 2. Intrado Comm will provide a fiber stub at the fiber patch panel in Intrado Comm's FNID for Verizon to connect [] strands of its fiber cable. Intrado Comm's FNID will be locked, but Intrado Comm and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Intrado Comm's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
 - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
 - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
 - 3.6 The path switch protection shall be set as [Non-Revertive].
 - 3.7 Verizon and Intrado Comm shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Intrado Comm with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
 - 4.2 Intrado Comm will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Intrado Comm will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Intrado Comm must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Intrado Comm's Add Drop Multiplexer.
 - 4.3 Intrado Comm and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
 - 4.4 The Data Communication Channel shall be disabled between the Verizon and Intrado Comm Add Drop Multiplexers of FM No. [XX].
5. Testing.
- 5.1 Prior to turn-up of FM No. [XX], Verizon and Intrado Comm will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Intrado Comm as a final step of turn up of the FM No. [XX].
 - 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Intrado Comm will control the CFA for the subtending facilities and trunks connected to Intrado Comm's

slots. Intrado Comm will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Intrado Comm shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Intrado Comm's Add Drop Multiplexer in FM No. [XX].

~~6.3 For two-way trunk arrangements, ***CLEC Acronym TXT*** shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. ***CLEC Acronym TXT*** shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].~~

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Intrado Comm will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Intrado Comm will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Intrado Comm will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Intrado Comm's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and Intrado Comm will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Intrado Comm will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's

reasonable actual incurred construction and/or implementation expenses.
Augments, moves and changes to FM No. [XX] as set forth in this document
must be mutually agreed upon by the Parties in writing.

CLEC Full Name TXT

VERIZON COMPANY FULL NAME 1 TXT

By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

Intrado Comm - *VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

City, State